

This MOA is based on the following terms:

The Parties agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities, including the provision of Pre-Employment Transition Services; and to provide professional development and continuing education to education and vocational rehabilitation staff who work with students in transition. The Parties agree to provide outreach to and identification of students with disabilities who need transition services.

1. DDS/RSA shall provide consultation and technical assistance to assist educational agencies in planning for the transition of students with disabilities from school to post-school activities, including Pre-Employment Transition Services. Consultation and technical assistance may be provided through alternative means, such as conference calls and video conferences. DDS/RSA will collaborate with the SEA to provide these consultative and technical assistance services through professional development and onsite or virtual visits to ensure LEA staff and support personnel, understand the roles and responsibilities of those providers who deliver Pre-Employment Transition Services.
2. DDS/RSA shall review referrals and existing assessment data, and in the case when a referral is made, provide additional assessments as necessary to determine eligibility for VR services, vocational counseling, and job placement to eligible students with disabilities at no cost to the student, the student's family or to the school the student attends. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:
 - a. The presence of an impairment with resulting functional limitations in major life activities;
 - b. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain, or advance in gainful employment; and
 - c. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
3. DDS/RSA shall ensure that the following services, as outlined in 34 C.F.R. § 361.48 (a) and (b), are available to students who have applied for or been determined eligible for vocational rehabilitation services as appropriate to the needs of each individual and consistent with each student's IPE:
 - a. Assessment for determining eligibility and priority for services, and vocational rehabilitation needs, by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology;
 - b. Counseling and guidance, including information and support services to assist an individual in exercising informed choice;
 - c. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies;

- d. Physical and mental restoration services, to the extent that financial support is not readily available from a source other than DDS/RSA (such as through health insurance or a comparable service or benefit);
- e. Vocational and other training services, including vocational, prevocational, personal and vocational adjustment, books, tools and other training materials, and support for pursuing postsecondary education;
- f. Maintenance, which is defined as monetary support provided to an individual, for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individual and that are necessitated by the individual's participation in an assessment for determining eligibility and vocational rehabilitation needs. Maintenance shall not exceed the estimated cost of subsistence during rehabilitation;
- g. Transportation, in connection with the rendering of any vocational rehabilitation service;
- h. Vocational rehabilitation services to family members of an applicant or eligible individual, if necessary, to enable the applicant or eligible individual to achieve and employment outcome;
- i. Interpreter services for the deaf and/or hard of hearing; Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind;
- j. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services;
- k. Supported employment services;
- l. Personal assistance services;
- m. Post-employment services necessary to assist individuals with disabilities to maintain their employment;
- n. Occupational licenses, tools, equipment, initial stocks, and supplies;
- o. Rehabilitation technology including vehicular modification, telecommunications, sensory, and other technological aids, and devices;
- p. Transition services that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students;
- q. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome;
- r. Customized employment;
- s. Other goods and services which may reasonably be expected to benefit an individual with disabilities in terms of employability. Some of these services may require cost participation by the student or the student's family but would not require any financial support from the student's school, unless otherwise outlined in the student's IEP.
- t. DDS/RSA shall assign a VR Specialist that will be responsible for providing information about DDS/RSA's services to school or education

- staff and potentially eligible students and their families, and for accepting application packets from the identified school personnel.
- u. The VR Specialist assigned to each school will also be responsible for determining eligibilities, developing IPEs, and coordinating the services for students at the assigned school.
 - v. DDS/RSA will accept, track, and document all referrals for transition services. Referrals will be entered into the agency's electronic case management system. DDS/RSA will contact the student/parent within five (5) business days of receipt of the referral to schedule an intake interview at the student's school. DDS/RSA will coordinate with identified staff at the school to schedule intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with designated school staff to follow up with the student/parent.
 - w. DDS/RSA will facilitate access to transition opportunities and Pre-Employment Transition Services during high school such as Project SEARCH, internships, paid and unpaid work experiences, job readiness training, instruction in self-advocacy, peer support, counseling on post-secondary opportunities, career planning and training.
 - x. The onsite intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program, and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination, which will be completed within sixty (60) days of receipt of a signed application. Within ninety (90) days of determination of eligibility and prior to exiting school, DDS/RSA will develop an IPE, including but not limited to comprehensive and specialized assessment(s), counseling and guidance, career planning including career exploration, postsecondary training or education, job search, job placement assistance, and follow along, and referrals to other agencies, if deemed appropriate.
 - y. After a student has been determined eligible for VR services, the DDS/RSA VR Specialist, with the consent of the student or the parent, if the student is under age 18, and an invitation from the school, will participate with the student's IEP team in any review or revision to secondary transition goals and services in the student's IEP and will participate in any IEP meeting at which a proposed IEP is being discussed that includes services to be provided by DDS/RSA. The adult student or parent can also invite the VR specialist or any other entity they would like present at the IEP meeting.
 - z. DDS/RSA VR Specialist will be available at the school on a regular basis to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide or facilitate in the provision of Pre-Employment Transition Services, attend IEP meetings, and meet with appropriate staff to discuss progress of eligible students in developing transition plans and progress toward achievement of goals identified in plans. These activities will be dependent upon where the student is in their receipt of services with VR which may be through the

provision of VR services as an eligible student with a disability or as a potentially eligible student with a disability receiving Pre-Employment Transition Services.

- aa. This frequency and schedule for VR Specialists presence at the school will be discussed between the VR Specialist, their supervisor and school staff at each school.
- bb. DDS/RSA will utilize OSSE's data request portal¹ to submit an annual request for data elements that OSSE is to provide to RSA as outlined in and consistent with Appendix A.
- cc. DDS/RSA will use data disclosed to RSA pursuant to this Agreement only for the purpose of ensuring that students with disabilities have access to post-secondary supports, including job training, employment services, and transition assistance. RSA shall not use the data identified in Appendix A for any purpose other than the activities identified in this section. RSA shall not re-disclose data identified in Appendix A to any other person or entity.
- dd. RSA is authorized to re-disclose data disclosed by OSSE to the U.S. Department of Labor for reporting purposes and in aggregate form only.
- ee. RSA shall provide written notification to OSSE of all contractors engaged at any time during the project and provide copies of signed nondisclosure agreements (NDAs) and other pertinent engagement documentation.

C. JOINT RESPONSIBILITIES

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

- 1. DDS/RSA will inform OSSE staff, teachers, students, legal guardians and parents of the mandates found in the Rehabilitation Act, which require the student with a disability exiting LEA to be referred to a DDS/RSA prior to entering subminimum wage employment.
 - a. For a student with disabilities seeking subminimum wage employment, DDS/RSA will provide the individual with documentation of the required activities within the timelines specified under 34 C.F.R. part 397.
 - b. For students with disabilities seeking subminimum wage employment who refuse to participate in transition services, DDS/RSA will provide documentation to the student of their refusal to participate within the timelines specified under 34 C.F.R. Part 397.
 - c. DDS/RSA will work with OSSE and the identified community provider in planning an annual city-wide transition fair to raise awareness of secondary transition requirements and provide schools and students with access to

¹ Available at <https://osse.dc.gov/service/osse-data-request-portal>.

available city-wide resources and support. Costs for training providers for the fair will be provided separately by DDS/RSA, through human care agreements with existing DDS/RSA providers.

- d. Parties to this MOA agree to establish, maintain, and implement policies and procedures to ensure coordination and timely and appropriate delivery of services in accordance with each agency's authority and defined responsibilities as defined in this MOA. Both agencies agree to provide annual reports on agreed-upon performance and outcome measures as follows:

FOR OSSE:

The number of files within a selected sample that are compliant with secondary transition requirements, the percent of files that are compliant with secondary transition requirements, and the number of LEAs in compliance.

FOR DDS/RSA:

The number of students who have been referred to DDS/RSA by school; the number who have received Pre-Employment Transition Services, including the type of service and the number of successful case closures in the transition units for those who received vocational rehabilitation services.

V. CONFIDENTIAL INFORMATION

- A. The Parties to this MOA will use, restrict, safeguard, and dispose of all information related to services provided by this MOA in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and 34 C.F.R. § 361.38 and 29 DCMR § 118.
- B. The Parties further agree to safeguard and protect student records subject to this agreement in a manner consistent with the confidentiality provisions contained in Part B of the Individuals with Disabilities Education Act ("IDEA"; 20 U.S.C. §1400, and its implementing regulations found at 34 C.F.R. Part 300 §§ 300.610 through 300.627).
- C. Information received from any Public Charter School by DDS/RSA in the performance of responsibilities associated with the performance of this MOA shall remain the property of that school.

VI. EFFECTIVE DATE

This Agreement shall be effective upon execution by the date of the last signatory below and shall remain in effect until terminated by either Party.

VII. DURATION/TERMINATION

The period of this Agreement is from the date of the last signatory through January 29, 2027, unless terminated in writing by the Parties prior to the expiration. Either party may terminate this

Agreement for any reason by providing thirty (30) days written notice to the other party stating the intention to terminate the Agreement.

The Parties may extend the term of this Agreement by exercising a maximum of two (2) one-year option periods. Option periods under this Agreement may be exercised only upon prior Agreement of the Parties. The exercise of an option must be requested no less than sixty (60) days in advance of the expiration of this Agreement and agreed to in writing by the Parties.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of D.C. Law 16-264 the “Department on Disability Services Establishment Act of 2006,” effective March 14, 2007 (D.C. Official Code § 7-761.01 *et seq.* (2018 Repl.)), D.C. Law 17-20, the “Rehabilitation Services Program Amendment Act of 2007” effective September 18, 2007 (D.C. Official Code 32-331, *et seq.* (2018 Repl.)); Establishment of the Office of the State Superintendent of Education (D.C. Official Code § 38-2601, *et seq.*); the Individuals with Disabilities Education Act, as amended, (20 U.S.C. § 1400, *et seq.*); the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 701, *et seq.*); the Workforce Innovation and Opportunities Act (Pub. L. No. 113-128, §§ 401-488, 128 Stat. 1425, 1631-94 (2014)); the Family Educational Rights and Privacy Act of 1974 (Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), codified at 20 U.S.C. § 1232g); and any other authority under the Parties’ programs.

IX. NOTICE

All notices contemplated under this Agreement shall be sent to the following points of contact for each Party at the addresses below:

OSSE Data:

Gwen Rubinstein
Division of Data, Assessment, & Research
Office of the State Superintendent of Education
1050 First Street NE, 4th Floor, Washington, DC 20002
Gwen.Rubinstein@dc.gov

OSSE Program:

Karen Morgan-Donaldson
Division of Systems and Supports, K-12
Office of the State Superintendent of Education
1050 First Street NE, 5th Floor, Washington, DC 20002
Karen.Morgan-Donaldson@dc.gov

RSA Program:

Angela Spinella
Rehabilitation Services Administration
Department on Disability Services

250 E Street SW, Washington, DC 20024
Angela.Spinella@dc.gov

X. AMENDMENT OR MODIFICATION OF THE TERMS AND CONDITIONS

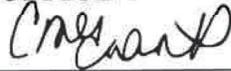
Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties. The terms and conditions of this Agreement may be modified only upon prior Agreement of the Parties. Requests for modifications shall be made in writing no less than sixty (60) days in advance of the expiration of this Agreement. Such modification must be executed in writing and be signed by the duly authorized signatories of RSA and OSSE.

XI. GOVERNING LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated of the District of Columbia, without reference to its Conflict of Laws provisions.

IN WITNESS WHEREOF: The Parties hereto have executed this Memorandum of Agreement as of the last date written below:

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Dr. Christina Grant, State Superintendent of Education

12/15/2022

Date

DEPARTMENT ON DISABILITY SERVICES



Andrew Reese

Director

2/9/2023

Date



Darryl Evans
Deputy Director, DDS/RSA

2/3/2023

Date

**EDUCATIONAL DATA ACCESS AND USE AGREEMENT
BETWEEN
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
AND
THE DEPARTMENT ON DISABILITY SERVICES (REHABILITATION SERVICES
ADMINISTRATION)
APPENDIX A**

OSSE will share with RSA the following aggregate, suppressed data, beginning with School Year 2017-18:

- Number of enrolled students with disabilities ages 14-22 as of the annual enrollment audit in each LEA, including:
 - LEA Code
 - LEA Name
 - Disaggregated number by age
 - Disaggregated number by grade

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HUMAN RESOURCES**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between the DC Department on Disability Services-Rehabilitation Services Administration (“DDS-RSA”), and the Department of Human Resources (“DCHR”), collectively known as the “Parties”.

II. PROGRAM GOALS AND OBJECTIVES

The objective of this MOA is to establish the terms, conditions, and procedures under which DDS-RSA and DCHR will provide services and support to employers to increase opportunities for people with disabilities to achieve competitive integrated employment. DDS-RSA and DCHR will utilize this MOA to outline responsibilities to help recruit, job match, hire, and retain qualified persons with disabilities and promote awareness of disability related obstacles to continued employment. Additionally, the MOA will be used to help train employees with disabilities. Additional responsibilities include DDS-RSA and DCHR training needs.

The mission of DDS-RSA is to provide innovative high-quality services that enable people with disabilities to lead meaningful and productive lives as vital members of their families, schools, workplaces, and communities throughout the District of Columbia. DDS-RSA, through its Rehabilitation Services Administration (“RSA”), is the designated state agency charged with administering the state Vocational Rehabilitation (“VR”) program in the District of Columbia, including employment services, independent living services, and youth transition services for students with disabilities ages 14-24.

The mission of DCHR is to provide human resource (“HR”) management services that strengthen individual and organizational performance and enable the District government to attract, develop and retain a well-qualified, diverse workforce.

III. SCOPE OF SERVICES

A. Responsibilities of DDS-RSA

1. Recruit and hire a Disability Employment Specialist (“DES”) to serve as the liaison between DDS-RSA and DCHR.
2. Accept referrals for services in circumstances where it appears that a current District government employee may need DDS-RSA services to maintain employment.

3. Assign a DDS-RSA Business Relations Specialist to coordinate directly with the DES to discuss DCHR employment opportunities that can be shared with DDS-RSA VR Specialists, who may identify current VR clients who may be qualified for available positions. The DDS-RSA Business Relations Specialist will provide support, as necessary, in developing training for District government staff on issues related to employment of people with disabilities and identifying and overcoming barriers to hiring people with disabilities.
4. Track the number of VR clients who apply for available positions within District government and track the number of applicants hired.
5. Share job vacancies, obtained from DCHR, twice a week with DDS-RSA clients and VR Specialists to aid in increasing the number of clients gaining employment with DC Government.

B. Responsibilities of DCHR

1. Include the DES in HR meetings to promote DDS-RSA opportunities to engage with DC agencies and market the Aspiring Professionals Internship Program.
2. Allow the DES to obtain feedback on the status of DDS-RSA client employment applications for DC Government jobs to help DDS-RSA understand if the application qualified, if the application moving to the next stage, or if DDS-RSA needs to work with the client on how to apply for the DC Government jobs.
3. Allow the DES to conduct the Working or Washington presentations with DDS-RSA clients.
4. Allow the DES to coordinate with DCHR staff to conduct mock interviews with DDS-RSA professional and administrative clients at least twice a year.
5. Encourage District government agency HR Advisors to present at DDS-RSA's Employer Spotlights about their specific agency. DDS-RSA job seekers will benefit from being able to learn more about each agency from the designated representative(s).
6. Allow the DES and Business Relations Specialist to facilitate disability awareness trainings with DCHR Staff, hiring managers, and the General District government employee population on dispelling myths about people with disabilities and create an inclusive environment for employees and future employees with disabilities.
7. Provide the DES with access to the DCHR communications representative to support with marketing disability awareness training opportunities to employees.
8. Provide access to the reports which list all current District Government job vacancies.

9. Extend invitations to DDS-RSA clients to DCHR recruiting events and provide notifications when agencies need support with creating traffic for their job vacancies.
10. Extend invitations for DDS-RSA clients to apply or participate in career training programs offered by DCHR. This includes programs such as the pathway initiatives, resume workshops, internship initiatives, Capital City Fellows, and in-school youth initiatives.

IV. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” effective March 14, 2007 (D.C. Official Code § 7-761.01 *et seq.* (2018 Repl.)), D.C. Law 17-20, the “Rehabilitation Services Program Amendment Act of 2007” effective September 18, 2007 (D.C. Official Code 32-331 *et seq.* (2018 Repl.)), and any other authority under the Parties’ programs.

V. FUNDING PROVISIONS

No funding is required for implementation of this MOA.

VI. CONFIDENTIAL INFORMATION

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided under this MOA, in accordance with all relevant federal and District statutes, regulations including 34 CFR 361.38 and 29 DCMR 118, and the Parties’ policies and procedures. Case records and information provided to or created by DDS-RSA in the administration of the vocational rehabilitation services program shall remain the property of DDS and shall be maintained as confidential records by DCHR. DCHR shall have no access to case records or other confidential information not explicitly outlined in this MOA.

VII. TERM AND TERMINATION

The term of this MOA shall be from October 1, 2021, through September 30, 2022, unless terminated in accordance with this section prior to the expiration. This MOA will continue for a term of one (1) year and thereafter shall automatically renew for yearly periods, unless either Party terminates the agreement prior to renewal. Either Party may terminate this agreement upon written notice to the other Party, in which case the termination shall be effective thirty (30) calendar days from the date of such notice.

VIII. NOTICE

All notices contemplated under this Agreement shall be sent to the parties at the addresses noted below:

DDS:

Darryl Evans, Deputy Director DCRSA
Department on Disability

Services
Services 250 E St SW
Washington, DC 20024
(202) 442-8663

DCHR:

Zoe Thomas, Deputy General Counsel
District of Columbia Department of Human Resources
Office of the General Counsel
1015 Half Street, SE, 8th Floor, Washington, D.C. 20003
(202) 442-9700

IX. EFFECTIVE DATE

This MOA shall be effective upon execution by the signatories below; and shall remain in effect until terminated by either Party, as provided in Section VII above.

X. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOA, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2021 (D.C. Official Code § 2-351.01 *et seq.* (2016 Repl.)), to procure the goods or services of the agent or third party.

XI. GOVERNING LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated of the District of Columbia, without reference to its Conflict of Laws provisions.

IN WITNESS WHEREOF: The Parties hereto have executed this MOA as of the last date written below.

For the Department on Disability Services:



Andrew Reese
Director

8/25/2022
Date



Darryl Evans
Deputy Director

08/25/2022
Date

For DCHR:



E. Lindsey Maxwell II, Esq.
Director
District of Columbia Department of Human Resources

9/8/22

Date

**MEMORANDUM OF AGREEMENT
AMONG THE DISTRICT OF COLUMBIA
DEPARTMENT OF AGING AND COMMUNITY LIVING,
DEPARTMENT ON DISABILITY SERVICES,
AND DEPARTMENT OF HEALTH CARE FINANCE
FY2023 – FY2028**

I. INTRODUCTION

This Memorandum of Agreement (MOA) is entered into among the District of Columbia Department of Aging and Community Living (DACL), the District of Columbia Department on Disability Services (DDS), and the District of Columbia Department of Health Care Finance (DHCF) collectively referred to herein as the “Parties.” The Parties enter into this agreement to authorize DACL and DDS to access DHCF’s web-enabled Long-Term Care (LTC) portal, known as the District Direct Partner Portal (DDPP). The DDPP will allow the Parties to act as data users and assist their LTC customers with applications, verifications, change of circumstance, renewals, and document uploads necessary to obtain LTC services. The DDPP links to the District of Columbia Access System (DCAS), which is the integrated enrollment and eligibility system for the District of Columbia (District).

II. DEFINITIONS

- A. **Data User** means, for purposes of this document, an entity which has been granted access to Data as part of assigned duties, roles or functions. This access is granted solely for the conduct of business by the entity.
- B. **Health Insurance Portability and Accountability Act (HIPAA)** mandates industry-wide standards for health care information on electronic billing and other processes and requires the protection and confidential handling of protected health information through its Privacy and Security Rules.
- C. **Income Revenue Service (IRS) – Publication 1075** provides specific requirements with the intent of addressing any public request for sensitive information and prevent disclosure that would put federal tax information (FTI) at risk.
- D. **Medicaid Information Technology Architecture (MITA)** is an initiative providing a national framework to support improved systems development and health care management for the Medicaid enterprise. MITA has several goals, including development of seamless and integrated systems that communicate effectively through interoperability and common standards and processes.
- E. **National Human Services Interoperability Architecture (NHSIA)** provides a framework to facilitate information sharing, improve service delivery, prevent fraud, and provide better outcomes for children and families.

- F. **National Institutes of Standards and Technology (NIST)** - NIST SP 800-53 provides specific guidelines on information technology structure pursuant to the Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347.
- G. **Personally Identifiable Information (PII)** is any data that could potentially be used to identify a particular person. Examples include, but are not limited to, a full name or Social Security number (SSN).
- H. **Protected Health Information (PHI, or in the case of electronic protected health information, ePHI)** is the term given to health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates in relation to the provision of healthcare, healthcare operations and payment for healthcare services. Protected health information includes all individually identifiable health information, including demographic data, medical histories, test results, insurance information, and other information used to identify a patient or provide healthcare services or healthcare coverage. 'Protected' means the information is protected under the HIPAA Privacy Rule.
- I. The **Social Security Administration (SSA)** requires electronic data exchange partners to meet information security safeguards requirements, which are intended to protect SSA provided information from unauthorized access and improper disclosure. As a prerequisite to receiving SSA information, it must certify that new electronic data exchange partners are in full compliance with SSA safeguard requirements.
- J. The **State Verification Plan** is the District's eligibility verification plan by which the District must check electronic data sources determined useful to verify income for eligibility and enrollment in health and human services programs.

III. OVERVIEW OF PARTIES

DHCF seeks to improve health outcomes by providing access to comprehensive, cost-effective and quality healthcare services for residents of the District of Columbia. In addition to serving as the single state agency for DC's Medicaid program, DHCF also administers insurance programs for immigrant children, the State Child Health Insurance Program (S-CHIP or CHIP), and the DC Healthcare Alliance Program (a locally-funded program designed to provide medical assistance to District residents who are not eligible for Medicaid). As the single state agency for Medicaid, DHCF oversees an array of Medicaid-funded LTC services and supports for the elderly, and adults and children with disabilities. These services include but are not limited to: nursing facility services, intermediate care facilities for individuals with intellectual disabilities (ICF/IID), the Elderly and Persons with Physical Disabilities (EPD) Waiver, the Persons with Intellectual and Developmental Disabilities (IDD) Waiver, Home Health Services (including Personal

Care Aide Services), Adult Day Health Services, and Psychiatric Residential Treatment Programs (PRTFs).

The District is committed to serving qualified individuals with disabilities and older adults in the least restrictive, most integrated setting appropriate to their needs by empowering individuals to make informed choices, streamlining access to long-term services and supports, and establishing strong inter-agency collaboration for service access and delivery. DACL supports this commitment by providing a coordinated system of information, access, and assistance for individuals seeking long-term services and supports. This is accomplished through the provision of unbiased, reliable information, options counseling, and service access to older adults (60 years and older), individuals with disabilities (18 to 59 years old), and their caregivers. DACL facilitates the acquisition of services individualized to the unique needs and desires expressed by each person.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, design, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with Intellectual Disability / Developmental Disabilities (ID/DD) through its Developmental Disabilities Administration (DDA) and Quality and Performance Management Administration (QAPMA). According to D.C. Official Code § 7-761.03, DDS was established as a separate Cabinet-level agency for the purpose, among others, of “leading the reform of the District’s intellectual and developmental disabilities system by coordinating the collaborative efforts of government agencies, contractor providers, Medicaid waiver providers, labor, and community leaders to improve the care and habilitation services provided to individuals.” DDS’s DDA and QAPMA accomplish these objectives through the delivery of service coordination services, recruitment and oversight of qualified providers, prior authorization of services, and the on-going design and implementation of a comprehensive quality management and improvement system to ensure participant health and welfare. D.C. Official Code § 7-761.07(a) specifically requires DDS and DHCF to enter into an agreement for DDS to direct policy development and design of services, rate setting, and support under the ID/DD Home and Community-Based Services (HCBS) waiver “or any other waiver targeted for people with intellectual and developmental disabilities and their families that is approved under section 1915(c) of the Social Security Act.”

Lastly, on May 31, 2017, the Office of the City Administrator assigned DHCF the full management and operation of DCAS. DHCF assumes complete responsibility and oversight for DCAS application development, operations, and maintenance. DCAS is a project undertaken by the District to integrate all health and human services programs including LTC and other human services programs. DCAS operates in accordance with the following standards: NHSIA, MITA, HIPAA privacy, NIST SP 800-53, IRS Publication 1075, and Social Security Administration (SSA).

IV. STATEMENT OF PURPOSE

The purpose of this MOA is to establish the terms and conditions under which the Parties shall assure that confidential information made available through the DDPP as well as the data sharing functionality is secure and meets applicable laws and governing regulations on data privacy and confidentiality.

V. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties have identified the following activities as congruent with and supportive of furthering the goals and objectives of the District of Columbia's Medicaid programs and services. The Parties hereby agree as follows:

A. DHCF RESPONSIBILITIES

1. Shall be responsible for DDPP functional design, development, testing, user acceptance testing, and training.
2. Shall deploy the functionality described in Appendix A:
 - Person Search
 - Person Registration
 - Applications
 - Verifications
 - Change of Circumstance
 - Renewals
 - Upload documents for applications, changes, and renewals
 - Partner - Agency Communication (Inquiries).
3. Shall be responsible for operation and maintenance activities to support DDPP including, but not limited to infrastructure and user account provisioning.
4. Provide Parties with trainings, technical assistance, and ongoing oversight on all relevant application assistance and intake and procedures expectations within the boundaries of DDPP.

B. DAACL RESPONSIBILITIES

Each of the activities below may occur in conjunction with various program choices (Medicaid, Information and Referral/Assistance, Community Social Work, Community Transition, Caregiver Respite, or Housing).

1. Utilize DDPP to facilitate Medicaid Applications (Enrollment): This activity is selected when program options have been reviewed and forms are completed for consideration of Medicaid program eligibility and enrollment.

2. Utilize DDPP to assist DC residents in transitioning from nursing facilities to the community.
3. Utilize DDPP to assist with discharge from EPD waiver or to provide notification of death.
4. Utilize DDPP change of circumstance scripts to transition residents from EPD waiver to other applicable programs.

C. DDS RESPONSIBILITIES

Each of the activities below may occur in conjunction with various program choices (Initial and renewal application enrollment of Medicaid, Information and Referral/Assistance, Community Transition, Respite, or Housing).

1. Facilitate Medicaid Applications (Enrollment and/or Renewals): This activity is selected when program options have been reviewed and forms are completed for consideration of Medicaid program eligibility and enrollment.
2. Utilize DDPP to determine application statuses and complete Medicaid reporting.
3. Utilize DDPP to assist DC residents in transitioning from nursing facilities to the community including assistance in locating accessible affordable housing when the resident is or may be eligible for Medicaid.
4. Utilize DDPP to assist with discharge from IDD or IFS waiver when the resident is no longer eligible for Medicaid, upon the enrollees' request, or to provide notification of death. Additionally, utilize change of circumstance scripts to transition residents from IDD or IFS waiver to other applicable programs.
5. Assisting DC residents who may be eligible for Medical Spend Down to meet eligibility for Medicaid. This activity is selected when the participants countable income exceeds the limit to qualify for Medicaid and have high medical bills which they are responsible for paying.

D. SHARED RESPONSIBILITIES

The Parties shall be jointly responsible for:

1. Promote mutual collaboration to achieve the goals of this MOA.
2. Schedule and organize meetings to discuss developing trends and findings that impact the delivery of services and to identify and implement improvements as needed. At minimum, such meetings shall be scheduled within thirty (30) business days after the last day of each fiscal quarter.
3. Participate in all meetings scheduled by the Parties to discuss key points, findings, recommendations, and trends impacting the delivery of services.
4. Report suspected cases of Medicaid fraud, waste, and abuse to DHCF's Office of Program Integrity.

VI. AUTHORITY

A. Data Sharing Requirements

This Agreement is entered into in accordance with the:

- District of Columbia Data Sharing Act (D.C. Official Code §7-243);
- Health Insurance Portability and Accountability Act of 1996, approved August 21, 1996 (Pub. L. No. 104; 42 U.S.C. § 1320d *et seq.*), as amended, and its corresponding regulations located at 45 C.F.R. Parts 160, 162, and 164 (collectively referred to as “HIPAA”);
- Title XIX of the SSA, effective July 30, 1965 (Pub. L. 89-97; 42 U.S.C. §§ 1396 *et seq.*) as amended.

B. Legal Authority

- The District of Columbia Department of Aging and Community Living Amendment Act of 2018 (D.C. Law 22-276, D.C. Code § 7–503.01 *et seq.*);
- The Department on Disability Services Establishment Act of 2006 effective March 14, 2007 (D.C. Law 16-264, D.C. Official Code § 7-761.01 *et seq.* (2018 Repl.));
- The Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978, effective March 3, 1979 (D.C. Law 2-137, D.C. Official Code § 7-1301.01 *et seq.*);
- The Department of Health Care Establishment Act of effective February 27, 2008 (D.C. Law 17-109, D.C. Official Code § 7-771.01 *et seq.*).

C. Compliance with Law

All Parties shall comply with all federal and District laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this Agreement to the extent they are applicable to this Agreement.

VII. CONFIDENTIALITY AND DATA PROTECTION

The Parties to this Agreement shall use, restrict, safeguard, maintain, disclose, sanitize, and dispose of all information related to services provided under this Agreement in accordance with all relevant federal and local confidentiality statutes, regulations, policies, and publications now in effect and as amended during the term of this Agreement, including: the Health Insurance Portability and Accountability Act of 1996, approved August 21, 1996 (Pub. L. No. 104-191; 42 U.S.C. § 1320d *et seq.*), and its corresponding regulations located at 45 C.F.R. Parts 160, 162, and 164 (collectively referred to as HIPAA); National Institute of Standards and Technology (NIST) Special

Publication 800-88 rev. 1 'Guidelines for Media Sanitization'; the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §4-209.04) (Public Assistance Act); and 42 C.F.R. part 431, subpart F.

Additionally:

- A. The Parties shall reasonably and appropriately protect the confidentiality, integrity, and availability of data received through this Agreement.
- B. DACL, DDS, and DHCF, shall take steps to prevent data received through this Agreement from falling into the possession of unauthorized persons or organizations. DACL, DDS, DHCF, shall restrict disclosure of this data solely to those staff members who need to access it in order to accomplish the purposes stated in this Agreement.
- C. Except as required by law to fulfill their authorized program functions, the Parties shall not further share, electronically transmit, or permit access to data shared under this Agreement without written agreement among all Parties, and shall only transmit or permit such access if the information is secured in a manner that is consistent with applicable law.
- D. The Parties agree that staff and other workforce members, including contractors, who violate the provisions of this Agreement shall be subject to discipline in accordance with agency policies, the District Personnel Manual, applicable collective bargaining agreements, and applicable vendor agreements.
- E. The Parties agree to access and disclose the minimum necessary amount of data that is required for a specific task or purpose.
- F. The Parties shall take appropriate action to safeguard all data elements against any unauthorized use or disclosure. Additionally, the Parties shall take preventive actions agreed upon by the affected Party to avoid future misuse or disclosures.
- G. The Parties shall ensure that staff only access the minimum amount of information needed both to perform their job and a specific task.
- H. Parties agree that access to DDPP is limited to view only functionality and no PHI data will be recorded on a data collection sheet, in a data collection software program or some other medium.
- I. These provisions regarding confidentiality and data protection shall survive termination or expiration of this Agreement, or cessation of the work described herein, whatever the reasons therefore.

VIII. LIMITATION ON USE OF DATA

- A. The Parties agree to take appropriate legal action against any unauthorized use or disclosure of any data elements shared pursuant to this Agreement.
- B. The Parties agree and warrant that they shall use data elements shared pursuant to this Agreement solely to accomplish their respective obligations under this Agreement, and solely in a manner and for purposes consistent with the terms and conditions of this Agreement.
- C. The Parties agree not to electronically transmit or permit access to any data elements unless such transmission or access is authorized by this Agreement and further agree that they shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law.
- D. The Parties shall notify each agency of any actual or suspected unauthorized access, use, or dissemination of the data disclosed pursuant to this Agreement by sending written communication that includes the facts of the actual or suspected unauthorized access use, or dissemination of the data to points of contact listed under Section XV, within twenty-four (24) hours of the incident for investigation and appropriate corrective action in accordance with applicable local and Federal privacy and security laws, regulations, policies, and publications outlined in Section VII of this Agreement.

IX. CIVIL AND CRIMINAL PENALTIES FOR UNLAWFUL USE OR DISCLOSURE

- A. The unauthorized use or disclosure of data elements pursuant to this Agreement may result in the following civil and criminal penalties in accordance with Sections 105 and 106 of the Data-Sharing Act (D.C. Official Code §§ 7-245 and 7-246), and 29 DCMR § 3005:
 - 1. A person who "negligently" uses or discloses "health and human services information" in a manner not authorized by the Data-Sharing Act or other District law shall be liable in an amount of five hundred dollars (\$500) for each violation.
 - 2. A person who willfully uses or discloses "health and human services information" in a manner not authorized by the Data-Sharing Act or other District law shall be liable in an amount of one thousand dollars (\$1,000) for each violation.
 - 3. A person who knowingly obtains, uses, or discloses "health and human services information" in a manner not authorized by the Data-Sharing Act or other District law shall be guilty of a misdemeanor, and upon conviction,

shall be fined not more than two thousand five hundred dollars (\$2,500), imprisoned not more than sixty (60) days, or both; except, that if the offense is committed through deception or theft the person is guilty of a misdemeanor and shall be fined not more than five thousand dollars (\$5,000), imprisoned for not more than one hundred eighty (180) days, or both.

- B. In addition, the Parties may be subject to other criminal and civil penalties imposed by other applicable District and federal confidentiality statutes for the unauthorized use or disclosure of data elements under this Agreement, including penalties imposed by HIPAA, IRS, and SSA.

X. EFFECTIVE DATE AND DURATION

This Agreement shall be effective from the date on which the last Party signs through September 30, 2028, unless terminated in writing by the Parties prior to this date.

XI. PERIODIC REVIEW

During the term of this Agreement, the Parties agree to engage in a good faith review of this Agreement beginning sixty (60) days prior to the end of each fiscal year.

XII. TERMINATION

Any of the Parties to this Agreement may terminate it prior to its expiration by providing thirty (30) days advance written notice to the other Parties. The notice shall include the terminating Party's certification that data received pursuant to this Agreement has been sanitized and/or disposed of in accordance with Section VII of this Agreement.

Upon termination of this Agreement, for any reason, the Parties shall return in an agreed upon format or confidentially destroy all data received or created or received by the other Parties within five (5) business days of termination. This provision shall apply to data that is in the possession of ALL authorized staff, agents, or workforce members of the Parties. No Party shall retain copies of the data in any form.

XIII. MODIFICATION

The terms and conditions of this Agreement may be modified as agreed upon by the Parties in writing.

XIV. RESOLUTION OF DISPUTES

All disputes arising from the exchange of data in accordance with this Agreement shall be resolved by the Parties' Directors or their designees. In the event the Parties cannot

resolve a dispute, the matter shall be referred to the District City Administrator. The District City Administrator's decision shall be final.

XV. NOTICE AND POINTS OF CONTACT

The following individuals are the points of contact for each Party under this MOA:

For DACL:

Melanie Johnson
Entry Services Program Manager
D.C. Department of Aging & Community Living
250 E Street, S.W., 5th Floor
Washington, D.C. 20024
Telephone: (202) 355-5148
Email: melanie.johnson@dc.gov

For DDS:

Winslow Woodland
Deputy Director
Developmental Disabilities Administration
D.C. Department on Disability Services
250 E Street, S.W., 5th Floor
Washington, D.C. 20024
Telephone: (202) 730-1618

For DHCF

Katherine Rogers
Director
Long Term Care Administration
D.C. Department of Health Care Finance
441 Fourth Street, N.W., Suite 900 South
Washington, D.C. 20001
Telephone: (202) 442-5818
Email: katherine.rogers@dc.gov

Tamika Fitzgerald
DCAS Program Director
955 L'Enfant Plaza SW, 5th Floor
Washington, DC 20024
Tamika.Fitzgerald@dc.gov
T: 202-442-9017

The following individuals are the points of contact for each Party in the event of a concern regarding the privacy and/or security of data exchanged under the MOA:

For DACL

Yolanda Lyles
Chief Information Officer
D.C. Department of Aging & Community Living
500 K Street NE
Washington, D.C. 20002
Telephone: (202) 727-0354
Email: yolanda.lyes@dc.gov

For DDS

William Davidson
Support Services Supervisor
D.C. Department on Disability Services
250 E Street, S.W., 6th Floor
Washington, D.C. 20024
Telephone: (202) 730-1684
Email: william.davidson2@dc.gov

For DHCF

Cecelia Davis
Information and Privacy Officer
441 4th Street N.W., Suite 900S
Washington, D.C. 20001
Office: (202) 442-9053
E-Mail: Cecelia.Davis@dc.gov

XVI. LIABILITY

Each Party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to it pursuant to federal law. No Party agrees to insure, defend, or indemnify another.

XVII. NOTICE OF CLAIMS

Each Party shall promptly inform the other Party of any information related to the provision of services under this MOA, which could reasonably lead to a claim, demand, or liability of or against the other Party or the District by any third party.

XVIII. HEADINGS/COUNTERPARTS

The headings in this MOA are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOA may be executed in any number of

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

XIX. JOINTLY DRAFTED

This MOA shall be deemed to have been drafted by all Parties and, in the event of a dispute, shall not be construed against any Party on that basis.

XX. AUTHORITY OF PARTIES

Be executing this MOA, each Party represents to the other Party that it is authorized to enter into this MOA, that the person signing on its behalf is duly authorized to execute this MOA and that no other signatures are necessary

XXI. ENTIRE AGREEMENT

This MOA contains the entire understanding of the Parties with respect to the matters contained herein and supersedes all other agreements among the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

Department of Aging and Community Living



Jessica Smith
Interim Director

10/6/22

Date

Department of Disability Services



Andrew P. Reese
Director

November 1, 2022

Date

Department of Health Care Finance

Wayne M. Turnage
Director

Date

APPENDIX A

Appendix A provides a summary of the functionality that DDPP brings, the users who will utilize the systems, the boundaries of the system, and the data being accessed and shared. Lastly, this section describes what is out-of-scope in terms of the reach of the MOA.

Name: District Direct Partner Portal (DDPP)

Boundaries

- DDPP is part of DCAS, but there is an external URL similar to the District Direct Resident Portal.
- DDPP will allow for the completion of or uploading of Medical applications with LTC supplemental form. After the application is submitted and reviewed/updated by the case worker, the verifications are displayed in DDPP.
- DDPP will allow for uploading of Form 1346, which will trigger a task for case workers, who will review. If the case worker uploads the Form 1346, they will select which partner to associate to the document. Therefore, only partners associated to Form 1346 by uploading it, or a case worker associating them to it, will have visibility to the uploaded form in the DDPP. The case worker will not be logging into the DDPP, so will not have visibility to it in DDPP, but will have visibility to it in DCAS. If DACL, DHCF or DDS wish to see the uploaded Form 1346, they need to ask for a copy from the partner. Note: If DACL or DDS uploads the application, they can see Form 1346 until the case worker assigns the case management agency via DC Care Connect (DCCC).
- DDPP will display transitions.
- DDPP will replace the QuickBase for LTC. There are other uses of QuickBase for D.C. Department of Human Services (DHS). It will not replace DC Care Connect.
- DC Care Connect is a Case Management system used by DHS, DACL, DDS, EPD Providers, and other LTC providers. As part of the LTC intake process the providers will log into DC Care Connect to conduct a Level of Care assessment. That will continue. It is also used for other case management activities that will continue in DCCC.
- DDPP will not upload a LOC assessment against an evidence. A LOC evidence will be created when an application is submitted and the expected process is that the interface will be called and clear the verification. The only time a document would be attached is if the user uploaded the attachment for the LOC verification, prior the interface clearing it. DDS/IDD perform the LOC assessment in Consumer Information System (MCIS – the M comes from MRDDA, which is the old administration name for DDS). The interface will update DCAS by creating external evidence, updating the case evidence, and clearing the verification.

DDPP Phase 1 users

Will be for Partners that are set up with the following Categories and Stakeholder Types

- Partner Category: District Agencies
 - Stakeholder Types:
 - DACL
 - Medicaid Enrollment specialist
 - Transition team
 - DDS
 - Waiver Specialist
- Partner Category: LTC Providers
 - Stakeholder Types:
 - ICF/IID
 - Nursing Facility
 - Acute Hospital Providers
 - EPD Case Management Agency
 - District Dual Choice (D-SNP)
 - Link: <https://dhcf.dc.gov/page/district-dual-choice-d-snps>
 - Other Provider Type

DDPP Phase 1 Functionality includes

- Person Search
 - A. Any logged in user will be able to search for a person and view name, address, last 4 of SSN, and Medicaid ID in DCAS.
- Person Registration
 - A. any logged in user can create a new person record, who is not in DCAS.
 - B. Note: When a new person is registered, DCAS will do a person search to find those who match, which are displayed. This forced person search will greatly reduce duplicates.
 - C. Note: If one creates a profile in DCCC, this does not transfer to DCAS. The person could already be in DCAS, but the person record does not flow from DCCC to DCAS.
- Applications
 - A. Online application script for the Integrated Medical Application and LTC Supplemental Form
 - This is not prepopulated, therefore a blank application script is displayed to complete.
 - B. Application document uploads
 - C. Any logged in user can submit or upload an application.
 - D. Visibility to application scripts and documents are limited to users associated to Partner that submitted them.

- Verifications
 - A. Viewing verifications raised on the LTC PDC
 - B. Uploading verification documents
 - C. Only a client's provider can view verification information

- Change of Circumstance
 - A. Online change script
 - This is a prepopulated version of the LTC supplemental form
 - B. Change document uploads
 - Form 1346
 - C. Guided change for Addresses
 - D. Guided change for Transitions
 - E. Only a client's provider has access to the online change script and guided changes

- Renewals
 - A. View the renewal record for the LTC case
 - B. Online Renewal script
 - This is a prepopulated version of the LTC supplemental form
 - C. Only a client's provider has access to the renewal records, and the online renewal script

- Documents
 - A. Upload documents for applications, changes, and renewals
 - This includes the change document, Form 1445, uploaded by DHS which include the patient pay ability calculation
 - B. Visibility to uploaded documents are limited to users associated to Partner which is linked to the document record (either submitted them or selected by ESA when uploading the Form 1445).
 - C. Any logged in user can upload a document for a client

- Partner - Agency Communication (Inquiries)
 - A. Any logged in user can create an inquiry on a client record
 - B. Inquiry records are only visible to
 - the user that created the Inquiry,
 - other users associated to the Partner, whose users created the Inquiry, and
 - users associated to the Partner, which ESA created and assigned to the Partner

Out of Scope of the MOA

- The DDPP will be utilized by the DC Department of Human Services (DHS) and Case Management Agencies, the latter of which includes over seventy different organizations.
- DDPP will allow DDS, DACL, and Providers to search for anyone who is in DCAS. After a user submits a LTC application, the user and its organization can only see that application. For example, when a DACL user submits an application, all DACL users can see that client's application. When the case is assigned to a case management agency and case manager, those users will have visibility to the client's outstanding verifications. The case management agency can submit Form 1346 / Changes and renewals.
- The Case Management Agencies are covered with the existing DHCF Medicaid Provider Agreement, which all providers sign.
- The DHS utilize the DDPP, which is covered under an existing Memorandum of Understanding (MOU) entered between the District of Columbia (District) Department of Health Care Finance (DHCF) and the Department of Human Services (DHS) in August of 2015. This MOU establishes the conditions upon which DHCF delegates its responsibility for determinations of eligibility for Medicaid, Children's Health Insurance Program (CHIP), the D.C. Healthcare Alliance program (Alliance), and the Immigrant Children's Program (ICP). Under the federal Patient Protection and Affordable Care Act (ACA) of 2010, effective March 23, 2010 (Pub. L. No. 111-148; 124 Stat. 119, *et seq.*), as amended, and relevant regulations (42 C.F.R. §431.10(d)), which became effective on October 1, 2013, the District's State Plan must provide for a written agreement between DHCF, the single State Medicaid agency, and DHS, the State agency that determines eligibility for Medicaid pursuant to this MOU, that describes the relationship and respective responsibilities of the Parties, which shall include provisions for:
 - A. The relationships and responsibilities of the Parties, including but not limited to the respective responsibilities to effectuate the Fair Hearing rules in 42 C.F.R. § 431, Subpart E;
 - B. The quality control and oversight plans by DHCF, including any reporting requirements needed to facilitate such control and oversight;
 - C. For appeals, the Parties shall ensure that there are procedures in place to ensure that individuals have notice and a full opportunity to have their Fair Hearing conducted by the District of Columbia Office of Administrative Hearings (OAH);
 - D. An assurance that DHS shall:

1. Comply with all federal and District laws, regulations, and policies, including, but not limited to those relevant to the eligibility criteria applied by DHCF under 42 C.F.R. § 435; prohibitions against conflicts of interest and improper incentives; and safeguarding confidentiality including regulations set forth in 42 C.F.R. § 431, Subpart F;
 2. Inform applicants and beneficiaries how they can directly contact and obtain information from DHS (See 42 C.F.R. §431.10(c), effective October 1, 2013); and
 3. Comply with the confidentiality and security requirements for all applicant and beneficiary data and personally identifiable information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, effective August 21, 1996 (Pub. L. No. 104-191; 42 U.S.C. §§1320d, *et seq.*), as amended; the United States Internal Revenue Service (IRS) Tax Information Security Guidelines for Federal, State, and Local Agencies, Publication 1075; Section 904 of the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code § 4-209.04), as amended; the Data-Sharing and Information Coordination Amendment Act of 2010 (D.C. Law 18-273, D.C. Official Code §§7-241 *et seq.* (Supp. 2011)), as amended, and corresponding regulations at 29 DCMR §§ 3000, *et seq.* (the Data-Sharing Act); and all relevant federal and District confidentiality statutes and regulations.
- E. Under the terms of this MOU, DHS shall conduct eligibility determinations for individuals who apply to receive benefits from or through the District’s Medicaid Program, CHIP, the Alliance, ICP and other health insurance programs administered by DHCF (hereafter, collectively referred to as “Covered Programs”).
- F. This MOU also establishes the respective roles of the Parties with regard to conducting beneficiary terminations due to third party liability (TPL). The eligibility determinations shall be conducted by the Economic Security Administration (ESA), the Administration within DHS that handles eligibility determinations for public assistance benefits, and shall be performed in accordance with laws, regulations, and other requirements that govern Covered Programs.
- G. The Parties will collaborate to ensure appropriate beneficiary terminations in accordance with federal and District notice requirements.

**MEMORANDUM OF AGREEMENT
BETWEEN THE DISTRICT OF COLUMBIA
DEPARTMENT OF INSURANCE BANKING, SECURITIES AND BANKING
AND
DEPARTMENT ON DISABILITY SERVICES /
REHABILITATION SERVICES ADMINISTRATION**

This Memorandum of Agreement (MOA) is entered into between the DC Department of Insurance, Securities and Banking, Office of Financial Empowerment and Education (“DISB-OFEE”), and the DC Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA”), collectively referred to herein as the “Parties.”

I. INTRODUCTION & PURPOSE

DISB regulates financial-service businesses in the District by administering DC's insurance, securities and banking laws, rules and regulations. The mission of the Department of Insurance, Securities, and Banking (DISB) is three-fold: (1) cultivate a regulatory environment that protects consumers and attracts and retains financial services firms to the District; (2) empower and educate residents on financial matters; and (3) provide financing for District small businesses.

The Rehabilitation Services Administration (RSA) is the administration within the Department on Disability Services (DDS) responsible for providing vocational rehabilitation, including job training and job placement services, pursuant to the Rehabilitation Act of 1973, as amended, 20 U.S.C. § 701, *et seq.* In July 2014, Congress passed, and the President signed into law the Workforce Innovation and Opportunity Act (“WIOA”). This Act imposed a requirement on vocational rehabilitation (“VR”) agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education and training, employment, or independent living, prior to graduation, in order to prepare these students for postsecondary success.

The purpose of this MOA is to establish the terms, conditions, and procedures under which the Parties will collaborate to create a financial literacy program for DC students with disabilities (ages 14-22). The financial literacy program will provide an opportunity for students with disabilities to engage in pre-employment transition skills such as work readiness training, including independent living skills, by participating in at least one financial literacy workshop hosted by DISB-OFEE and/or DDS/RSA during the academic school year. Students will receive the basics of banking and financial literacy instruction from DISB-OFEE or one of its partners. Upon program completion, students will receive a certificate of participation and be able to successfully use the skills learned through the program in their post-secondary endeavors.

The program will be titled “Financial Literacy Workshop with DISB.”

II. ROLES AND RESPONSIBILITIES

The Parties agree to the following roles and responsibilities:

A. DISB-OFEE shall:

- I. Develop and provide curriculum and instructional materials that encompass financial literacy skills, which may include employability skills, functional banking academics, transition life skills, and job readiness skills.
- II. Provide a program instructor(s) that is available on an ongoing (monthly) basis to visit local DC high schools (remotely or in-person) or community partner sites and provide financial literacy instruction to students registered for the workshop. The instructor will provide program progress reports and program evaluation during quarterly meetings, and work with the DDS/RSA counselors to coordinate workshops for specific schools.

B. DDS/RSA shall:

- I. Identify and recruit potentially eligible students with disabilities to participate in the Financial Literacy with DISB program, and provide vocational supports, including pre-employment transition services, to the program participants.
- II. Designate a lead staff member (Project Manager) to assist in coordinating the workshops to ensure that the “Financial Literacy Workshops with DISB” program is moving forward within the projected timeline, and to assist in any way necessary to facilitate the success of the program.
- III. Collaborate with participating Local Education Agency (LEA) special education coordinators or their liaisons to designate the lead classroom instructors during program sessions, to supervise students during their financial literacy workshops.
- IV. Request each participating LEA provide meeting space (virtual or in-person), furnished with tables, chairs, computer connectivity/wireless connections and access to AV equipment) for workshop facilitation. Request each participating LEA will provide instructor workspace with internet access and/or secure online meeting platform.
- V. Attend regular meetings with DISB-OFEE representatives to discuss and evaluate program progress and address any concerns or issues associated with the program.

- VI. Assist with public relations activities to promote the program, recognizing that individual LEAs are not authorized to speak or engage in public relations activities on behalf of either of the Parties in this Agreement.
- VII. Collaborate with LEAs to provide necessary accommodations for students to access the curriculum and participate in programming in accordance with the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).
- VIII. Track and provide aggregated data to DISB-OFEE regarding the number of students who participate in the Financial Literacy program on a quarterly basis for the MOA duration.

III. MEASURABLE OBJECTIVES

The Parties will work collaboratively to:

- A. Offer financial literacy education to transitioning students with disabilities during each calendar month of the school year (October – June) and the summer, if possible.
- B. Provide support necessary to maximize success of the program participants.
- C. Publicize the collaboration and program activities with written materials, presentations, and use of media. Both Parties, at their own discretion, shall be included and acknowledged in publicity and outreach materials. Neither Party shall use the name, logos, trademarks, trade names or employees (buildings or collections) of each other without the approval of the other Party. Nothing may appear as an endorsement or imply endorsement of the other Party. If necessary, disclaimer language to that effect may be required.

IV. DURATION OF MOA

This MOA shall become effective upon the date of execution and will continue unless terminated in writing by any of the Parties.

V. EFFECT OF MOA

This MOA is not intended to create legally binding obligations on any Party to this agreement. Any activity conducted under this MOA is at the discretion of each of the Parties and is subject to the availability of appropriated funds.

VI. RELATIONSHIP OF PARTIES

No agent or employee of either Party shall be deemed an agent or employee of the other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This MOA is executed for the benefit of the Parties and the public generally. It is not intended, nor may it be construed, to create any third party beneficiaries.

VII. CONFIDENTIAL INFORMATION

The Parties to this MOA must abide by all applicable laws and regulations with respect to the use, safeguarding and disposal of information acquired in the performance of the activities under this agreement. Information received by DISB-OFEE or DDS/RSA related to students in the performance of the responsibilities associated with this MOA shall remain the property of the source agency that produces or creates the documents.

VIII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) days written notice. The terminating Party may agree to meet during the 30-day notice period to discuss the reasons for termination and for the purpose of renegotiating or modifying the Agreement.

IX. MODIFICATIONS

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

X. FUNDING PROVISIONS

There are no funds associated with this MOA.

XI. NOTICES

The following individuals are the contact points for each Party under this MOA:

DISB-OFEE: Michelle Hammond, Director
Department of Insurance, Securities and Banking
Office of Financial Empowerment and Education
1050 First Street NE, Suite 801
Washington, DC 20002

Phone: 202-442-7791
Email: Michelle.Hammond@dc.gov

DDS/RSA: Angela Spinella, Program Manager
Department on Disability Services/
Rehabilitation Services Administration
250 E Street SW
Washington, DC 20024
Phone: 202-527-4968
Email: Angela.Spinella@dc.gov

XII. MISCELLANEOUS

Each of the Parties will be responsible for the compensation, benefits, insurance coverage, training and employment terms and conditions of their own employees, including but not limited to workers' compensation coverage, as well as the conduct of their employees while participating in any aspect of this program.

If an employee of either Party notices a dangerous or hazardous condition or environment or situation in the location where this program is being conducted, they shall immediately report such situation and take all steps reasonably necessary to protect the interns and remove them from that location/situation.

The Parties through their respective representatives, having the opportunity to adequately read the above-stated provisions; acknowledge their full understanding and acceptance of those terms and conditions of the MOA by affixing their respective signatures below. The Parties agree that the MOA may be signed in counterparts, all of which will be construed and treated as one document, becoming effective and binding upon the Parties on the date of the last signature hereto. Signatures to this MOA submitted via facsimile or electronic formats (including, but not limited PDF files) shall be binding and enforceable as originals. The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

The government of the District of Columbia is a self-insured public entity that retains and finances its financial responsibility for workers compensation and employer's liability, public liability, and property exposures under a comprehensive self-insurance program. Accordingly, all claims for any injuries suffered by District Government employees or any damages or injuries caused by such employees while they are participating in Financial Literacy workshops activities within DC schools shall be submitted to the District of Columbia Office of Risk Management for resolution. The DDS/RSA and DISB-OFEE each remain liable for any injuries suffered by their respective employees or any damages or injuries caused by their employees while they are participating in Financial Literacy Workshop activities within the schools.

XIII. INDEMNIFICATION

To the extent permitted by federal and District law, neither Party to this MOA shall assume any obligation to indemnify, hold harmless, or pay attorney's fees of the other Party of the MOA that may arise from, or in any way be associated with, the performance or operation of this MOA. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which either of the Parties to this MOA may be entitled under federal or District law, or otherwise.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties hereby execute this MOA on behalf of their respective agencies as of the last date set forth below:

For Department of Insurance, Securities and Banking:

Karima Woods Digitally signed by Karima Woods
Date: 2021.03.17 12:42:44 -04'00'

Karima Woods
Commissioner

3/17/21

Date

For the Department on Disability Services:



Andrew P. Reese
Director

May 20, 2021

Date



Darryl Evans
Deputy Director, DDS/RSA

05/18/2021

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
ACCOTINK ACADEMY**

I. INTRODUCTION

This Memorandum of Agreement ("MOA") is entered into between Accotink Academy, and the Department on Disability Services/Rehabilitation Services Administration ("DDS/RSA"), collectively referred to herein as the "Parties" for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 to 22) with disabilities from secondary school to the achievement of their desired post-school outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

Accotink Academy is the local education agency responsible for ensuring that a Free Appropriate Public Education ("FAPE") is made available to eligible students pursuant to the Individuals with Disabilities Education Act (20 U.S.C. § 1412(a)(1)). RSA is the administration within the Department on Disability Services responsible for providing vocational rehabilitation, including job training and job placement services, pursuant to the Rehabilitation Act of 1973, as amended (Pub.L. 93-114. 87 Stat. 355, codified at 29 U.S.C. § 701, et seq.).

In July 2014, Congress passed, and the President signed into law the Workforce Innovation and Opportunity Act ("WIOA"). This Act imposed a requirement on vocational rehabilitation ("VR") agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, in order to prepare these students for postsecondary success.

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that Accotink Academy, in its role as the local education agency, is responsible for ensuring that a free appropriate public education ("FAPE") is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an Individualized Education Program ("IEP") or 504 plan). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based

learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.

- C. The Parties have a common and concurrent interest in working cooperatively to ensure that transition-age students with disabilities have access to the skills, training, and necessary support to transition successfully from secondary school to post-secondary activities, including but not limited to vocational training, postsecondary education, and employment.
- D. The Parties have a common interest in developing and initiating vocational programs and services to students with disabilities.
- E. The Parties acknowledge that DDS/RSA is the Designated State Unit responsible for the administration and provision of vocational rehabilitation services. The Parties agree that the student and, if applicable, his or her representative, have choice in the development of the Individualized Plan for Employment ("IPE"). The IPE is administered by DDS/RSA and must be signed and dated by the student and/or the student's representative, and an RSA ("VR") Specialist in accordance with applicable federal and state regulations. This must occur within 90 days from the date of eligibility determination and prior to exit from secondary school.
- F. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or state law.

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

- a. The presence of an impairment with resulting functional limitations in major life activities;
 - b. The limitations from the impairment constitute a substantial impediment to employment;
 - c. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain or advance in gainful employment; and
 - d. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
2. DDS/RSA may provide eligible individuals with disabilities the following services as defined in 34 CFR § 361.48 (b), State Vocational Rehabilitation Services Program:
- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with 34 CFR § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by a qualified VR counselor and development of an IPE in accordance with 34 CFR § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with 34 CFR § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with 34 CFR §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR Part 370.
 - e. Physical and mental restoration services, in accordance with the definition in 34 CFR § 361.5(c)(39), to the extent that financial support is not readily available from a source other than the Designated State Unit (such as through health insurance or a comparable service or benefit as defined in 34 CFR § 361.5(c)(8)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State Unit and the individual to secure grant

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in 34 CFR § 361.5(c)(34).
 - h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in 34 CFR § 361.5(c)(56).
 - i. Vocational rehabilitation services to family members, as defined in 34 CFR § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
 - j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
 - k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
 - l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
 - m. Supported employment services in accordance with the definition of that term in 34 CFR § 361.5(c)(54).
 - n. Personal assistance services in accordance with the definition of that term in 34 CFR § 361.5(c)(38).
 - o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
 - p. Occupational licenses tools, equipment, initial stocks, and supplies.
 - q. Rehabilitation technology in accordance with the definition of that term in 34 CFR § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
 - r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
 - s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
 - t. Customized employment in accordance with the definition of that term in 34 CFR § 361.5(c)(11).
 - u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.
3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at Accotink Academy.

4. DDS/RSA will assign a VR Specialist to Accotink Academy who will be responsible for providing information to potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at Accotink Academy. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system. Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with the school liaison to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with the Special Education Coordinator, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program, and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent/ guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly or as needed to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of Accotink Academy

1. Accotink Academy will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. Accotink Academy will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. Accotink Academy will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialists in writing at least (5) business days prior to the meeting date.

C. Responsibilities of Accotink Academy And DDS/RSA

1. Accotink Academy and DDS/RSA VR Specialists will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. Accotink Academy and the VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. Accotink Academy and the VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR Specialist and Accotink Academy determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor Accotink Academy will enter into a contract or other arrangement with an entity, as defined in 34 CFR § 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with the Office of the State Superintendent of Education ("OSSE") to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at Accotink Academy. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of Accotink Academy and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Principal, Accotink Academy and the Deputy Director, DDS/RSA.
- B. Accotink Academy Principal and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, Accotink Academy Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties pursuant to Section VII of this agreement.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("Accotink Academy"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

This MOA is subject to the provisions of D.C. Official Code § 7-761.06 (2018 Repl.), and any other authority under the Parties' programs.

IX. PROCEDURAL SAFEGUARDS

The Parties of this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). Both Accotink Academy and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, Accotink Academy and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. CONFIDENTIAL INFORMATION

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided under this MOA, in accordance with all relevant federal and District statutes, regulations including 34 CFR § 361.38 and 29 DCMR § 118, and the Parties' policies and procedures. Case records and information provided to or created by DDS/RSA in the administration of the vocational rehabilitation services program shall remain the property of DDS/RSA and shall be maintained as confidential records. Accotink Academy shall have no access to case records or other confidential information.

XIII. NOTICES

The following individuals are the points of contact for each Party under this MOA:

For Accotink Academy:

Inez Hall
IEP Coordinator
Accotink Academy
8519 Tuttle Rd.
Springfield, VA 22152
(703)-451-8041

For DDS/RSA:

Willina Robson
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 870-9778

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:

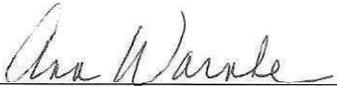


Andrew P. Reese, Director
Department on Disability Services

May 28, 2025

Date

For Accotink Academy:



Anne Warnke, Principal
Accotink Academy

5-14-2025

Date

Q14



DISTRICT OF COLUMBIA
DEPARTMENT
on
DISABILITY SERVICES

Tag Number	Year	VIN #	Make	Model	Location	DDS Division(s)	Purpose
DC 12379	2018	5YFBURHE0JP799920	Toyota	Corolla	250 E Street, S.W.	DDA/RSA Staff	Client Services
DC 12380	2018	5YFBURHE4JP800647	Toyota	Corolla	250 E Street, S.W.	DDA/RSA Staff	Client Services
DC 11939	2018	2C4RDGBG4JR192643	Dodge	Grand Caravan	250 E Street, S.W.	DDA/RSA Staff	Client Services
DC 12374	2018	2T1BURHE3JC047385	Toyota	Corolla	250 E Street, S.W.	DDA/RSA Staff	Client Services
DC 12451	2018	1GCWGAFBXJ1220195	Chevrolet	Express 1500 Cargo Van	250 E Street, S.W.	Randolph Sheppard Program	Client Services
DC 12388	2018	2T1BURHE6JCO58008	Toyota	Corolla	1227 25 th Street, N.W.	Disability Determination Division	Client Services

Q36

**DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-25/26**

Admin	Work Unit	Job Title	Grade	Vacancies (FY 25)	Posting (FY 25)	Vacancies (FY 26)	Posting (FY 26)	Comments/Status
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0	position has been vacant since 10/06/2019 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Disability Hearing Officer	12	0	0	1	0	position has been vacant since 05/04/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0	position has been vacant since 08/24/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Information Technology Specialist	09	1	0	1	0	position has been vacant since 07/07/2019 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Clerical Assistant (OA)	05	1	0	1	0	position has been vacant since 05/22/2022 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Program Support Assistant	07	1	0	1	0	position has been vacant since 11/21/2021 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 08/21/2016 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 11/08/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 06/30/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	1	0	position has been vacant since 09/23/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/31/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded

**DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-25/26**

DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 09/01/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 10/22/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/25/2022 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/07/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/17/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 10/03/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/15/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/22/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 01/17/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/29/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	12	1	0	1	0	position has been vacant since 09/07/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Medical Professional Relations Officer	12	1	0	1	0	position has been vacant since 07/10/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded

**DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-25/26**

DDD	Disability Determination	Social Insurance Specialist (Fraud)	12	1	0	1	0	0	0	position has been vacant since 02/25/2025 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Management Analyst	12	1	0	0	0	0	0	position was filled on 03/24/2025
COS	Human Capital Administration	Human Resources Specialist (Training)	12	1	0	1	0	24	0	position has been vacant since 04/10/2022 - on hold for vacancy savings
COS	Human Capital Administration	Human Resources Specialist (PMP)	13	1	0	1	0	1	0	position has been vacant since 12/29/2023 - on hold for vacancy savings
COS	Human Capital Administration	Interpreter (ASL)	12	1	1	1	1	1	1	position has been vacant since 04/19/2024 - in the recruitment process
COS	Human Capital Administration	Human Capital Administrator	15	1	1	1	1	1	1	position has been vacant since 11/16/2024 - in the recruitment process
COS	Operations/Financial Services Unit	Grants Management Specialist	12	1	0	1	0	1	0	position has been vacant since 07/02/2023 - on hold for vacancy savings
COS	Operations/Financial Services Unit	Administrative Specialist	12	1	0	1	0	1	1	position has been vacant since 11/30/2024 - in the recruitment process
COS	Operations/Provider Relations Unit	Contract Administrator	12	1	1	1	1	1	1	position has been vacant since 11/30/2024 - in the recruitment process
COS	Operations/Provider Relations Unit	Contract Administrator	12	0	0	1	0	1	1	position has been vacant since 01/09/2026 - in the recruitment process
COS	Operations/Provider Relations Unit	Contract Administrator	12	1	1	0	0	0	0	position was filled on 1/13/2025
COS	Operations/Business Services Unit	Financial Services Technician	08	1	1	0	0	0	0	position was filled on 03/24/2025
COS	Operations/Business Services Unit	Business Services Technician	07	1	1	0	0	0	0	position was filled on 03/24/2025
COS	Operations/Business Services Unit	Business Services Technician	07	1	1	0	0	0	0	position was filled on 12/2/2024
COS	Operations/Business Services Unit	Business Services Supervisor	13	1	1	1	0	0	0	position was filled on 12/30/2024
COS	Operations/Medicaid Waiver Unit	Medicaid Waiver Specialist	11	1	0	1	0	1	0	position has been vacant since 01/14/2024 - on hold for vacancy savings
COS	Operations/Medicaid Waiver Unit	Health Insurance Analyst	12	1	1	1	1	1	1	position will be filled on 01/25/2026
COS	Office of Information & Data Management Unit	Information Technology Specialist	09	1	1	1	0	0	0	position was filled on 11/4/2024
				15	10	10	10	10	6	
QAPMA	Office of the Deputy Director	Program Support Assistant	08	1	0	1	0	1	0	position has been vacant since 10/03/2020 - on hold for vacancy savings
QAPMA	Office of the Deputy Director	Program Specialist	09	1	1	0	0	0	0	position was filled on 04/21/2025
QAPMA	Office of the Deputy Director	Project Manager	13	1	0	0	0	0	0	position was filled on 10/7/2024
QAPMA	Performance Management Unit	Management Analyst	12	1	0	1	0	1	0	position has been vacant since 02/15/2025 - on hold for vacancy savings
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	0	0	1	1	1	1	position has been vacant since 01/06/2026 - in the recruitment process
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	1	1	0	0	0	0	position was filled on 12/29/2024
				5	2	3	3	1	1	
RSA	VR Services Division/General	Vocational Rehabilitation Specialist (Training)	12	1	0	1	0	1	1	position has been vacant since 12/17/2023 - in the recruitment process
RSA	VR Services Division/General	RSA Project Manager	13	1	0	1	0	1	1	position will be filled on 01/25/2026
RSA	VR Services Division/General	Program Manager	14	1	1	0	0	0	0	position was filled on 12/28/2025
RSA	VR Services Division/General	Supervisory Vocational Rehabilitation Specialist	13	0	0	0	0	0	0	position was filled on 10/7/2024
RSA	VR Services Division/General	Vocational Rehabilitation Program Manager	15	1	1	0	0	0	0	position was filled on 12/15/2024

**DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-25/26**

RSA	VR Services Division/General	Employment Coordinator	12	1	0	1	1	position has been vacant since 04/20/2025 - in the recruitment process
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	12	1	0	1	1	position has been vacant since 04/20/2025 - in the recruitment process
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	11	1	0	1	1	position has been vacant since 07/15/2025 - in the recruitment process
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	12	0	0	1	1	position has been vacant since 11/28/2025 - in the recruitment process
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	12	0	0	1	1	position has been vacant since 12/12/2025 - in the recruitment process
RSA	VR Services Division/General	Supervisory Vocational Rehabilitation Specialist	13	0	0	1	1	position has been vacant since 12/28/2025 - in the recruitment process
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	0	position was filled on 04/20/2025
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	0	position was filled on 1/13/2025
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	1	1	position has been vacant since 12/12/2025 - in the recruitment process
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	1	position has been vacant since 07/20/2024 - in the recruitment process
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	1	position has been vacant since 04/06/2024 - in the recruitment process
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	1	position has been vacant since 06/29/2024 - in the recruitment process
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	1	1	1	position has been vacant since 03/14/2025 - in the recruitment process
RSA	VR Services Division/Transition	Program Manager	14	1	0	1	1	position will be filled on 01/25/2026
RSA	Intake and Outreach Unit	Benefits Specialist	12	1	1	0	0	position was filled on 02/24/2025
RSA	Intake and Outreach Unit	DDS Intake and Outreach Supervisor	13	1	1	0	0	position was filled on 04/20/2025
RSA	Randolph Sheppard Vending Facilities Unit	Program Support Assistant	07	1	1	1	1	position has been vacant since 12/03/2022 - in the recruitment process
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	1	1	1	1	position has been vacant since 12/29/2024 - in the recruitment process
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	12	1	1	0	0	position was filled on 12/30/2024
RSA	Office of the Deputy Director	Deputy Director of RSA	16	1	1	0	0	position was filled on 10/20/2025
RSA	Office of the Deputy Director	Project Manager	13	1	1	0	0	position was filled on 05/18/2025
				22	13	16	16	
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	0	1	1	position has been vacant since 03/14/2025 - in the recruitment process
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	0	1	1	position has been vacant since 03/22/2025 - in the recruitment process
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	0	1	1	position has been vacant since 05/03/2025 - in the recruitment process
DDA	Service Planning and Coordination Division	Service Coordinator I	11	0	0	1	1	position has been vacant since 10/01/2025 - in the recruitment process
DDA	Service Planning and Coordination Division	Service Coordinator II	12	0	0	1	0	position has been vacant since 11/30/2025 - incumbent serving in a temporary promotion
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	0	0	position was filled on 02/24/2025
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	0	0	position was filled on 02/24/2025

**DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-25/26**

DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	1	position was filled on 04/21/2025
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	0	position was filled on 12/30/2024
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	1	position was filled on 1/13/2025
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	1	position was filled on 1/13/2025
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	0	1	position was filled on 1/13/2025
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0	position was filled on 03/23/2025
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0	position was filled on 11/18/2024
DDA	Incident Management and Enforcement Unit	Investigator	12	1	0	1	0	position has been vacant since 07/09/2025 - on hold for vacancy savings
				13	9	6	8	
OOD	Office of the General Counsel	Attorney Advisor	13	1	0	1	0	position has been vacant since 08/11/2024 - on hold for vacancy savings
O/FO	Office of the Agency Fiscal Officer	Grants Financial Specialist	11	1	0	1	0	position has been vacant since 09/29/2019 - on hold for vacancy savings
O/FO	Office of the Agency Fiscal Officer	Staff Assistant	11	1	0	1	0	position has been vacant since 09/29/2019 - on hold for vacancy savings
				3	0	3	0	
				82	34	62	31	

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- Managing Workplace Emotions, Attitudes and Stress
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- What's My Communication Style?
- Working in a Person Centered Way
- Person Centered Thinking - Day 1 & Day 2
- Person Centered Counseling Training – Phase II
- Working Effectively with Deaf Colleagues
- Writing Your Resume for DC Government Jobs
- Alternative Work Schedule (AWS) Policy Training
- Language Access Refresher Training

NOTE: For departmental/ unit trainings, please fill out Training Request Form in the back of the catalog.

MANAGEMENT TRAININGS

- Change Management
- Developing a Management Style of Trust
- Ways to Improve Morale
- How to Develop S.M.A.R.T. Goals
- Supervising in a Person Centered Way
- Managing Employee Performance
- Performance Management
- FLMA Training for Managers

NOTE:

- *All participants must pre-register;*
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- *If additional accommodations are needed to participate fully in this DDS event, please contact the DDS Training Institute at 202-730-1535. Please allow one week to arrange the accommodation.*

For more information, email: dds.training@dc.gov TIS: <https://dda.dc.gov/Training/Login>



The items listed below are trainings sessions that are currently offered by the Human Resources Institute. To register for a class listed below, search the title of the class in the Training Information System (TIS).

Communication Skills

2 hours

Learn the tools to become a better communicator.

- Identify the types of communication
- Understand the concept of effective communication
- Understand and apply the “5 Keys of Effective Communication”
- Understand and prevent barriers to effective communication
- Identify effective communication tools and when to use them



Conflict Resolution

2 hours

Learn how to identify the problem and work toward a solution.

- Define conflict resolution skills
- Understand how to determine “WHAT” conflict to address
- Understand “IF” you should address the conflict
- Identify and develop your conflict resolution skills
- Utilize the 12 critical skills of conflict resolution

Public Speaking

2 hours

Build your leadership skills and confidence.

- Overcome the fear of public speaking
- Identify the 7 steps to public speaking
- Develop strategies and tools to prepare for your speech
- Understand how to handle difficult participants
- Present a topic using the tools of public speaking



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Cultural Competence

2 hours

Understand how cultural competence makes us all better in the workplace.

- Identify the skill necessary for engaging in a culturally competent manner when dealing with diverse individuals and groups.
- Identify barriers to cultural competence and opportunities to strengthen one's own cultural perspective.
- Increase DDS employees' capacity (awareness, knowledge and skills) to effectively address cultural differences and communication when cultural factors may be influencing interpersonal dynamics.

Managing Your Own Performance

2 hours

Learn the tools to help you become more productive and a top performer at work.

- Gain control of work habits and work structure
- Pinpoint and pursue real priorities at work
- Manage multiple tasks and concurrent deadlines
- Deal effectively with conflicting and competing demands
- Maintain strong positive working relationships
- Establish solid defenses against stressors



Meeting Facilitation

2 hours

Facilitating a meeting can be stressful. Learn some tips to help ease the pain.

- Understand steps to plan, facilitate, and follow-up with your meetings
- Maximize the return on your time spent in meetings
- Understand key facilitation strategies to lead effective meetings

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Customer Care Excellence

1 hour/5 weeks

This cohort takes place over 5 weeks. Each Act is 1 hour in length and are approximately one week apart. This allows the participants to practice the principles learned in the previous session.

Act I: Curtain Up!

- Differentiate Customer Care vs. Customer Service
- A deeper look into “self”
- Understanding the customer’s perception of DDS

Act II: Enter Stage Left!

- Understand the three major components of communication
- Identify and manage self and customer anger

Act III: Are You Listening to Your Audience?

- Differentiate between hearing and listening
- Identify barriers to listening

Act IV: Cast Member Customers!

- Distinguish between internal and external customers
- Introduce the concept of setting boundaries

Act V: Curtain Call!

- Identify your stress inducers
- Avoiding and managing stress



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Developing a Career Path

2 hour

Find out how to create the career path for your future.

- What is a Career Path?
- Charting the Course
- 7 Steps to an Effective Career Plan
- Let your resume work for you



Get the Facts: AWOL, LWOP, FMLA, & PFL

2 hour

Learn all the details about your work leave options.

- Understand the facts on (AWOL) & (LWOP)
- Understand the difference between AWOL & LWOP
- Understand the facts on (FMLA) & (PFL)
- Understand when to appropriately apply time coding for AWOL, LWOP, FMLA & PFL

Managing Workplace Emotions, Attitudes and Stress

2 hour

Learn the best way to manage your emotions and stress in the workplace.

- Understand the balance between attitude and emotion
- Generate positive emotions at work
- Understand the difference between Emotional Labor and Emotional Intelligence
- Identify and manage workplace stress and stressors

Safety in the Workplace and Community

2 hour

Learn how to keep yourself and your colleagues safe at work.

- Explain the significance of maintaining employee safety
- Identify the role ethics plays in safety
- Assess current personal safety plans and design new plans by integrating techniques introduced

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Sexual Harassment

2 hour

Find out what's acceptable and what's NOT in the workplace.

- Be able to state, explain, and give relevant examples of Federal and District EEO laws regarding sexual harassment
- Be able to discuss types of sexual harassment prohibited by law and discussed in Mayor's Order 2017-313
- Understand and comply with procedures for reporting incidents of sexual harassment with the Sexual Harassment Officer, agency manager, agency supervisor, DCHR and filing legal complaints of sexual harassment with OHR
- Understand the importance of professional workplace decorum and its relationship to sexual harassment in the workplace

True Colors

2 hour

Learn how to use True Colors to understand personalities in and out of work.

- Identify your True Colors Spectrum
- Discuss your awareness of your needs and values
- How we view and understand ourselves and others
- How we value and appreciate our differences
- Appreciate others through their True Colors



What's My Communication Style?

1 hour

Understanding your communication style can help you understand others as well.

- Understand how communication impacts our relationships with others
- Learn about the different types of communication
- Identify personal communication style
- Understand the four communication styles
- Discover a quick way to identify the styles of others

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Working in a Person Centered Way

2 hour

Learn how working in a person centered way can improve your teams' overall performance.

- Understand the current reality between employee vs. management
- Understand the importance of important to and important for
- Understand how person centered efforts play a role in employee performance
- Determining employee strengths and values
- Identify working styles and ways learning is accomplished



Person Centered Thinking - Day 1 & Day 2

2 days/
8 hours ea.

Person Centered Thinking is a two day workshop of instructor led training, focused on changing perspectives from caring for people to providing balanced support between what is important to a person and what is important for a person. The two interactive days help participants change their thinking from a priority of fixing what is wrong with a person to supporting each person's opportunities to share their gifts and live an everyday life.

In addition to the core PCT concepts, this course will help:

1. Differentiate between Person-Centered Thinking and traditional approaches
2. Describe using person-centered process as way to empower people to maintain or gain positive control over the life they choose
3. Describe and practice concrete, practical strategies for exemplify PCT in the process of facilitating discovery conversations and management
4. Describe and practice methods for documentation of natural and paid supports, goals, strengths, important to/for and the balance between
5. Write a person-centered description and one-page profile

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PCT Phase II Modules 1-12

6 sessions
2 hours ea.

Balancing what is important to people with what is important for them can be hard work and often involves a team of supporters. This training will explain which PCT tools are required to be used for each person you support and will offer opportunities to continue practicing using the tools to help people get better lives. This is the next step in becoming a true PCT Champion.

*****You must take the trainings in chronological order to receive credit.*****

Working Effectively with Deaf Colleagues

1 hour

Learn how to support your deaf colleagues and how they can help support you.

- Improving daily communications and interactions with deaf colleagues
- Understanding Inclusion & Etiquette
- Determining, requesting and using interpreting services
- Being aware of additional Communication Options

Writing Your Resume for DC Government Jobs

1 hour

Learn some of the latest writing techniques to help your resume move to the top of the list.

DC Government jobs are competitive, so by staying up to date with current best practices, you may be able to get that interview and get that job!

Training discussion topics will include:

- Finding and Understanding Job Opportunities
- Are You A Match? - Personal Assessment/Skills
- How to Use Keywords and Action Verbs
- Writing your Resume
- Applying for the Job



Alternative Work Schedule (AWS) Policy Training

1 hour

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Learn about all the alternative work schedule options available to DDS employees.

All employees who wish to work an alternative work schedule (*both compressed and flexible*) or teleworking are required to attend training on the DDS AWS and Telework Policy.

Training discussion topics will include:

- Understanding the different types of AWS
- DDS AWS and Telework Policy
- Qualifications for approval
- Application forms



Language Access Refresher Training

1 hour

Learn about the resources available, the responsibilities of DDS employees under the law, and get all your questions answered.

Have you ever had an intake arrive but they only speak Spanish? What if the medical documentation you received is in a written language other than English?

Whether you are a member of the public or a District employee, this training is where you can find resources to help you understand our residents' language access rights and our responsibilities.

Background: *Under the Language Access Act of 2004 DDS and its administrations have major contact with the public and all staff members in public contact positions must attend Language Access Training about our obligations when serving limited-English proficient or non-English proficient ("LEP/NEP") customers under the Act and on the use of professional and qualified multilingual telephonic interpretation services and how to appropriately direct LEP/NEP customers to such services.*



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Management Trainings

Change Management

2 hour

Learn how to manage your staff through a change effort.

- Understand the concept of effective change management
- Identify the steps of change management
- Understand and apply the 6 Steps of Effective Change Management
- Identify the steps and develop a Business Case for Change
- Understand and prevent barriers to effective Change Management
- Evaluate the change process to ensure it was successful

Developing a Management Style of Trust

2 hour

Learn the pitfalls of micro-management and how to avoid them.

- Understand way micro- management is mismanagement
- Learn the clear signs of when you are micromanaging your staff
- Identify the five pitfalls of micro management
- Identify your micro-management habits and how to put a stop to them

Ways to Improve Employee Morale

2 hour

Understand and learn new ways to improve morale in your unit.

- Understand the concept of employee morale
- Understand the role the Supervisor plays in morale
- Identify determining factors of morale
- Understand and apply morale boosting practices
- Understand and prevent poor morale habits
- Identify effective morale tools and when to use them

NOTE:

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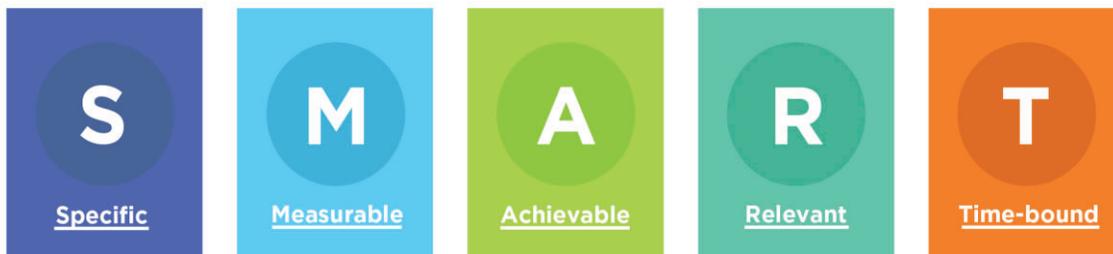
For more information, email: dds.training@dc.gov TIS: <https://dda.dc.gov/Training/Login>

How to Develop S.M.A.R.T Goals

2 hour

Learn how to write effective S.M.A.R.T. Goals

- Definition of Performance Management
- DPM – Chapter 14
- Performance Management Cycle
- Performance Management Phases
- Elements of an Effective Performance Plan
- Competencies
- Core Competencies
- How to Develop S.M.A.R.T. Goals
- S.M.A.R.T. Goal Exercise
- Individual Develop Plan (IDP) Overview



Supervising in a Person Centered Way

2 hour

Supervising in a Person Centered Way using PCO skills.

- Understand the importance of important to and important for
- Understand how Supervision plays a role in employee performance
- Determining employee strengths and values
- Understand Situational/ Deliberate Supervision

NOTE:

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Managing Employee Performance

2 hour

Managing Employee Performance during a Performance Cycle

- Understand Performance Management
- The purpose of Performance Management
- Understand your role in managing employee performance.
- Implement the performance management cycle - plan, manage, and evaluate employee performance
- Develop a performance plan for each of your staff
- Prevent and manage poor performance
- Evaluate staff performance in a fair and equitable manner

Performance Management

2 hour

Preparing for the Performance Management process.

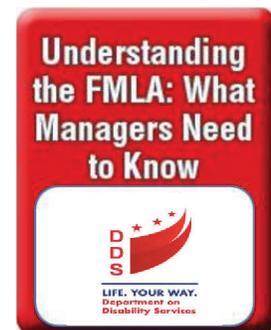
- Performance Management Phases
- Planning Performance
- Performance Management Plan
- How to Develop a Performance Plan
- Understand S.M.A.R.T. Goals
- How to Provide Feedback

FLMA Training for Managers

1 hour

Learn What You Need to Know about DCFMLA and Paid Family Leave (PFL).

This training will inform managers of the policies and procedures of FMLA and paid family leave (PFL). You will also learn the responsibilities of both the manager and employee as it pertains to applying, approval and use of these programs.



NOTE:

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Training Request Form

Please provide the following information below to schedule a training course with the DDS Training Institute. Upon completion, email this form to dds.training@dc.gov.

Requestor's Name: _____

Name of Training: _____

Training Date(s): _____

Alternative Date(s): _____

Room Location: _____

Room Setup Style: _____

Time of Training: _____

Number of Attendees: _____

Please indicate the intended audience. *(Please check the appropriate box)*

DDA RSA DDD DDS Provider Community Other _____

Will the training be by INVITATION ONLY? YES NO

Is the training MANDATORY? *(Please check appropriate box)* YES NO

Equipment: Projector Laptop Speakers Flip Chart Paper

Food/Refreshments: YES NO *(If yes, you will be responsible for clean-up)*

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VOCATIONAL REHABILITATION COUNSELORS FY24

Supported Employment / Evidence-Based – Unit 1

Supervisor: Ifeoma Muoka (CRC)

Total Number of Consumers in the Unit	565
Average Caseload Size	113

General VR – Unit 2

Supervisor: Gladis Gonzalez Edwards

Total Number of Consumers in the Unit	349
Average Caseload Size	87.5

General VR – Unit 3

Supervisor: Enjouli McGoogan

Total Number of Consumers in the Unit	688
Average Caseload Size	115

General VR – Unit 4

Supervisor: Christina Mobley

Total Number of Consumers in the Unit	385
Average Caseload Size	128.3

General VR – Sensory Unit: Blind/Visually Impaired & Deaf/Hard of Hearing

Supervisor: Damon Johnson (CRC)

Total Number of Consumers in the Unit	370
Average Caseload Size	92.5

Transition – Unit 1

Supervisor: Damian Johnson (CRC)

	Caseload Size	Pre-ETS Only	VR Cases
Total Number of Consumers in the Unit	1372	457	915
Average Caseload Size	229	76.1	152.5

Transition – Unit 2

Supervisor: Shaquawna Holloway

	Caseload Size	Pre-ETS Only	VR Cases
Total Number of Consumers in the Unit	1323	340	983
Average Caseload Size	220.5	57	164

VOCATIONAL REHABILITATION COUNSELORS

FY25

Supported Employment / Evidence-Based – Unit 1

Supervisor: Ifeoma Muoka (CRC)

Total Number of Consumers in the Unit	534
Average Caseload Size (5 VRCs)	106

General VR – Unit 2

Supervisor: Gladis Gonzalez Edwards

Total Number of Consumers in the Unit	354
Average Caseload Size (4 VRCs)	88

General VR – Unit 3

Supervisor: Enjouli McGoogan

Total Number of Consumers in the Unit	472
Average Caseload Size (5VRCs)	94

General VR – Unit 4

Supervisor: Christina Mobley

Total Number of Consumers in the Unit	232
Average Caseload Size (2 VRCs)	116

General VR – Sensory Unit: Blind/Visually Impaired & Deaf/Hard of Hearing

Supervisor: Damon Johnson (CRC)

Total Number of Consumers in the Unit	304
Average Caseload Size (4 VRCs)	76

Transition – Unit 1 Supervisor: Damian Johnson (CRC)

	Caseload Size	Pre-ETS Only	VR Cases
Total Number of Consumers in the Unit	979	551	428
Average Caseload Size (6 VRCs)	163	91	71

Transition – Unit 2

Supervisor: Shaquawna Holloway

	Caseload Size	Pre-ETS Only	VR Cases
Total Number of Consumers in the Unit	1027	418	609
Average Caseload Size (6 VRCs)	171	69	101

VOCATIONAL REHABILITATION COUNSELORS FY26 (YTD)

Supported Employment / Evidence-Based – Unit 1

Supervisor: Ifeoma Muoka (CRC)

Total Number of Consumers in the Unit	493
Average Caseload Size (4 VRCs)	123

General VR – Unit 2

Supervisor: Gladis Gonzalez Edwards

Total Number of Consumers in the Unit	301
Average Caseload Size (3VRCs)	100

General VR – Unit 3

Supervisor: Enjouli McGoogan

Total Number of Consumers in the Unit	416
Average Caseload Size (5VRCs)	83

General VR – Unit 4

Supervisor: Christina Mobley

Total Number of Consumers in the Unit	207
Average Caseload Size (2VRCs)	103

General VR – Sensory Unit: Blind/Visually Impaired & Deaf/Hard of Hearing

Supervisor: Damon Johnson (CRC)

Total Number of Consumers in the Unit	270
Average Caseload Size (4 VRC)	67

Transition – Unit 1

Supervisor: Damian Johnson (CRC)

	Caseload Size	Pre-ETS Only	VR Cases
Total Number of Consumers in the Unit	1151	542	609
Average Caseload Size (5VRCs)	230.2	108.4	121.8

Transition – Unit 2

Supervisor: Shaquawna Holloway

	Caseload Size	Pre-ETS Only	VR Cases
Total Number of Consumers in the Unit	1220	451	769
Average Caseload Size (6VRCs)	203.3	75.1	128.2

